



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC		Dept.	A		Contract Number	
<input type="checkbox"/> Change	SACHEAL371				ADS				
<input type="checkbox"/> Cancel									
County Department					Dept.	Orgn.	Contractor's License No.		
Behavioral Health					ADS	ADS			
County Department Contract Representative					Telephone		Total Contract Amount		
Armand Freitas					(909) 421-9460		\$50,000		
Contract Type									
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason: _____									
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount
			July 1, 2003		June 30, 2004				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
AAA	ADS	ADS	200	2445			\$50,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Project Name				Estimated Payment Total by Fiscal Year					
Alcohol and Drug				FY	Amount	I/D	FY	Amount	I/D
Outpatient Services				03-04	\$50,000				
Contract Type – 2(b)									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Social Action Community Health System

hereinafter called Contractor or Hospital

Address

1455 East Third Street

San Bernardino, CA 92408

Telephone

(909) 382-7190

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Hospital whereby Hospital will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Hospital is willing to furnish such services upon the terms hereinafter set forth;
WHEREAS, this Agreement is authorized by one of the following Sections of the Health and Safety Code: 11812(b); 11796.1; 11991.6(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

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Schedule A	Allocations for Service Modality
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I. DEFINITION OF TERMINOLOGY

1. Wherever in this document, and in any attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
3. The term "ADS" refers to the County Department of Behavioral Health Alcohol and Drug Services.
4. The term "unit of service" means a person-to-person contact, regardless of time, which results in a record of therapeutic experience in a patient's chart. Telephone contacts are not a reportable unit of service.
5. The term "service hour" refers to the time spent by Hospital staff to deliver alcohol/drug program services.
 - a. With respect to alcohol/drug prevention services, a service hour includes staff time spent in performing prevention services as well as travel time and time spent in preparing substance abuse prevention literature and mass media advertisements. Time spent in developing or establishing program objectives and methodologies, preparing for presentations or in performing other administrative functions is excluded from the service hour definition.
 - b. With respect to alcohol/drug treatment services, a service hour includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Time spent staffing client charts and documenting treatment sessions in the charts is also included in the service hour definition. Other administrative time, such as scheduling appointments, is excluded from the service hour definition.

II. CONTRACT SUPERVISION

The Director, Department of Behavioral Health, hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Hospital shall provide in writing to the County the names of the persons who are authorized to represent the Hospital in this contract.

III. ADMINISTRATIVE PROCEDURES

1. Hospital agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to Hospital. In agreeing to the terms of this contract, Hospital acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Hospital .
2. Hospital, if receiving Medi-Cal funding, shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County and staff assignments for quality improvement and coordination duties.
3. Hospital agrees that no part of any federal funds provided under this contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
4. Hospital agrees that no part of any federal funds provided under this contract shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year.

5. Hospital shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
6. If Hospital is not licensed or certified by the State, Hospital shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Hospital's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

IV. FORMER COUNTY OFFICIALS

Hospital agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Hospital. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Hospital. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Hospital has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

V. INDEPENDENT CONTRACTOR STATUS

Hospital understands and agrees that the services performed hereunder by its officers, agents, employees or contracting persons or entities are performed in an independent

capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Hospital in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Hospital in support of performance of this contract at a cost to be determined by the County.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification** – County agrees to indemnify, defend and hold harmless Hospital and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement resulting from the negligent acts, errors or omissions of the County, its employees, or authorized agents, except where such indemnification is prohibited by law. Hospital agrees to give County notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Hospital agrees to indemnify, defend, and hold harmless the County, its employees and authorized agents from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement resulting for the negligent acts, errors or omissions of Hospital, its authorized officers, employees, agents, or volunteers. County agrees to give Hospital notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

2. **Insurance** - Without in any way affecting the indemnity provided and in addition thereto, Hospital shall secure and maintain throughout the Agreement the following types of insurance or self-insurance with limits as shown:
 - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of Hospital and all risks to such persons under this Agreement.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. **Errors and Omissions Liability Insurance** - Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage and three million dollars (\$3,000,000) in the aggregate **or**
 - d. **Professional Liability Insurance** - with limits of at least one million dollars (\$1,000,000) per claim or occurrence.
 - e. **Comparative Fault** In the event Hospital and/or County are found to be comparatively at fault for any claim, action loss or damage which results from their respective obligations under this Agreement, Hospital and/or County shall indemnify the other to the extent of its comparative fault.
2. **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs or administered by County.
4. **Proof of Coverage** - Hospital shall immediately furnish certificates of coverage to County evidencing the coverage, including endorsements, above required prior to the commencement of the performance of services hereunder, which certificates shall provide that such coverage shall not be terminated or expire without thirty (30) days' written notice to County, and Hospital shall maintain such insurance or self-insurance from the time Hospital commences performance of services hereunder until the completion of such services. Hospital shall make available for inspection or review by County or its authorized representatives certified copies of all insurance policies and trust documents upon which Hospital relies in providing the required coverage upon demand.

5. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Hospital agrees to execute any such amendment within thirty (30) days of receipt.

VII. FEE ASSESSMENT AND COLLECTION

1. **Drug Programs.** Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services. The fee system must be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11991.5 of the California Health and Safety Code:
 - a. The fee system shall be equitable.
 - b. The fee charged shall not exceed the actual cost of providing services.

- c. The fee system shall consider the client's income and expenses.
- d. The fee system shall be approved by the Director or designee.

To ensure an audit trail, Hospital shall maintain all of the following records:

- (1) Fee assessment schedules and collection records.
- (2) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

2. **Alcohol Programs.** In compliance with Section 11841 of the California Health and Safety Code:

- a. The Hospital shall set fees and follow fee assessment and collection practices that promote recovery from problem drinking, provided that the method of establishing such fees and methods of collection practice will not result in the denial or withholding of alcohol services because of the client's inability to pay for such services. The fee requirements shall not apply to prevention and early intervention activities.
- b. The Director or designee shall approve the Hospital's fee assessment system, which shall describe how the Hospital charges fees and which must take into consideration the Client's income and expenses. The fee system must be in writing and shall be a matter of public record. A fee system shall be used which conforms to the following guidelines and criteria:
 - (1) The fee system shall be equitable.
 - (2) The fee charged shall not exceed the actual cost of providing services.
 - (3) The fee system shall consider the client's income and expenses.

- (4) The fee system shall be approved by the Director or designee.

To ensure an audit trail, Hospital shall maintain all of the following records:

- (a) Fee assessment schedules and collection records.
- (b) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

VIII. CONFIDENTIALITY

1. Hospital shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Hospital is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Hospital is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Hospital will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

IX. NONDISCRIMINATION

1. **General.** Hospital agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended, Age Discrimination Act of 1975 (42 USC 6101), Rehabilitation Act of 1973 (29 USC 794), Title 45, Code of Federal Regulations, Part 84.6; and provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.)
2. **Handicapped.** Hospital agrees to comply with the Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
3. **Contract Compliance.** Hospital agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County ESBE Policy No. 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.
4. **Sexual Harassment.** Hospital agrees that clients have the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. Hospital shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the

provision of appropriate and effective substance abuse treatment services.

- b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.
- c. To assist Hospital's efforts towards cultural and linguistic competency:
 - (1) DBH shall provide technical assistance to Hospital regarding cultural competency implementation.
 - (2) DBH shall provide demographic information to Hospital on service area for services planning.
 - (3) DBH shall provide cultural competency training for Department and Hospital personnel. Hospital staff are encouraged to attend at least one cultural competency training per year.
 - (4) DBH shall provide interpreter training for Department and Hospital personnel.
 - (5) DBH shall provide technical assistance for Hospital in translating substance abuse treatment information to Spanish.

X. DRUG FREE WORKPLACE

By signing this contract the Hospital certifies under penalty of perjury under the laws of the State of California that the Hospital will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.), and the Pro-Children Act of 1994, and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the work place;
 - b. The person's or organization's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
 - a. Be given a copy of the Hospital's drug-free policy statement; and
 - b. As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Hospital may be

ineligible for future County or State contracts if the County or State determines that any of the following has occurred:

- a. Hospital has made false certification, or
- b. Hospital has violated the certification by failing to carry out the requirements as noted above.

XI. PERSONNEL

1. Under the terms of this contract, Hospital is an independent contractor, and therefore neither the staff nor employees of Hospital are, nor shall they become, employees of the County. Hospital staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.
2. Hospital shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Hospital shall perform, which services are described in such addenda as may be attached hereto and/or in the **ADS Manual for Contract Agencies**.
3. Hospital certifies that neither it nor its principles is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Hospital is unable to certify to any of the aforesaid, such Hospital shall attach an explanation to this contract.

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary

and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma", improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Hospital shall provide those services which are dictated by attached addenda and/or exhibits. Hospital agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.

XIII. FUNDING

1. This Agreement is contingent upon sufficient funds being made available by Federal, State and/or County governments for term of the Agreement.
2. The maximum annual financial obligation of County under this Agreement shall not exceed the sum of Fifty Thousand Dollars (\$50,000). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule(s) A. Funds may not be transferred between funding sources nor modes of services without the prior written approval of the Director or designee.

3. Hospital will determine, on a case by case basis, client eligibility for or entitlement to any and all of the funding streams used by the County for these services, as identified in the **ADS Manual For Contract Agencies**, to pay for services under the terms and conditions of this contract and will bill County for those services pursuant to the instructions in the **ADS Manual For Contract Agencies**.
4. Hospital shall be entitled to reimbursement for Drug/Medi-Cal units of service based on the lesser of actual cost, Hospital's usual and customary charge to the general public for the same or similar service, or the rates established annually by the State Budget Act.
5. Hospital shall be entitled to reimbursement for all other units of service, for which there is a budget, based on actual cost after deducting reportable revenues as defined in paragraph 7 below.
6. Hospital will only be paid for reimbursable services entered correctly into the San Bernardino Information Management On-line Network (SIMON) System. Services must be entered into SIMON no later than thirty (30) days from date of service.
7. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
8. In no instance will Hospital be reimbursed more than the actual net cost of delivering services under this contract.
9. In the event of a reduction of County's allocation of federal, state or county funding for alcohol and/or drug programs, Hospital agrees to accept a reduction in funding under this contract to be determined by the County.
10. Hospital agrees to accept a reduction of the dollar value of the contract, at the option

of the County, if the projected fiscal year savings for Fiscal Year 2003/2004 based on claims submitted through December 31, 2003 are more than 5% of the net annual amount of the contract by service modality.

11. At the County's option, the contract may be amended if the service hours performed during the period of July 1, 2003 through December 31, 2003, as reported on monthly service reports are less than 90% of the service hours budgeted by Hospital for the period July 1, 2003 through December 31, 2003 in its budgetary submission to the County in support of the contract.

XIV. ACCOUNTABILITY - REVENUE

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Hospital.

XV. AUDITING AND EXCEPTIONS

1. Hospital agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
2. Hospitals which use audit firms shall require such firms to permit access by the State to the working papers of the audit firm, and copies of said papers shall be made available to the State and County as is reasonable and necessary.
3. Financial records shall be kept by Hospital so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
4. Hospital agrees to furnish duly authorized representatives from County or State

access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being accessed, Hospital agrees to obtain from the persons seeking access a confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e). The refusal of a Hospital to permit access to and inspection of books, records, and facilities as described in this part may result in immediate termination of this agreement by the County.

5. If results of an audit or on-site review indicate that funds reimbursed to Hospital under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by Hospital.
6. If results of an audit or on-site review indicate that service hours reported by the Hospital are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Hospital to the County, at the County's option, on the basis of the number of undocumented service hours times the cost per service hour for the month in which the undocumented service hours were reported to the County.
7. Reimbursement to the County by Hospital, under Subparagraphs 5 and 6 above, will be made using one of the following methods, which shall be at the election of the County:
 - a. Cash payment of total.
 - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand for immediate payment of balance due in full or immediate termination of this contract.

XVI. FINAL SETTLEMENT - AUDIT

Pursuant to OMB Circular A-133, Hospitals expending \$300,000 or more in Federal funds

in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Hospital's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal awards. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Hospital's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. Hospital is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

XVII. SPECIAL REPORTS

Hospital agrees to submit reports as stipulated by the Director, ADS, together with monthly claims to the address listed below:

Department of Behavioral Health
Alcohol and Drug Services
700 East Gilbert Street
San Bernardino, CA 92415-0920
ATTENTION: ADS FISCAL CLERK

XVIII. DURATION AND TERMINATION

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2004, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
 - a. Either Hospital or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Hospital and Director.
 - b. The Director may terminate this contract immediately upon serving written notice to Hospital if Hospital is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Hospital.
 - c. In the event Hospital terminates this contract, Hospital shall furnish the County upon request, all client information and documents deemed necessary by the County to effect an orderly transfer to another facility for services, if such transfer becomes necessary.

XIX. FINAL CLAIM

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after Hospital discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Hospital within the ninety (90) day period following the termination date, and final reimbursement to Hospital by County shall not be made until audit results are known and all accounts are

reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

XX. ASSIGNMENT

1. This contract shall not be assigned by Hospital, either in whole or in part, without the prior written consent of the Director.
2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI. CONCLUSION

1. This Agreement, consisting of twenty-four (24) pages, Schedule A, and Addenda A-1 through A-3 inclusive, is the full and complete document describing services to be rendered by Hospital to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Hospital has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

----- END OF AGREEMENT -----

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Social Action Community Health System
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 1455 East Third Street
San Bernardino, CA 92408

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keved Bv

SCHEDULE A

PROVIDER NAME AND NUMBER SOCIAL ACTION COMMUNITY HEALTH SYSTEM - 3658
SERVICE MODALITY OUTPATIENT DRUG MEDI-CAL
FACILITY LOCATION
FISCAL YEAR 2003-2004

Funding Source and Service Modality	Expenses	Revenue	Net Amount	Service Hours	Individual Units	Group Units
------------------------------------------------	-----------------	----------------	-------------------	--------------------------	-----------------------------	--------------------

Block Grant

Prevention

Recovery Center

TOTAL

Medi-Cal and Block Grant

Drug Court

Treatment

*Case Management

TOTAL

Medi-Cal

Treatment	\$50,000		\$50,000		46	1,434
TOTAL	\$50,000		\$50,000		46	1,434

GRAND TOTAL	\$50,000		\$50,000		46	1,434
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*Case Management services are not Drug Medi-Cal billable.

AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: SOCIAL ACTION COMMUNITY HEALTH SYSTEM

The following modes of service are funded with Federal Block Grant funds:

SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS

1. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
2. Contractor when serving intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for drug and/or alcohol abuse to undergo such treatment.
3. Contractor when treating IDU's agree to admit, on a priority basis, HIV-positive individuals and to advise all individuals seeking treatment of the priority. Individuals seeking treatment shall not, however, be required to disclose whether they are HIV-positive.
4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or provide interim services within 48 hours of initial request until treatment becomes available.
5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for drug abuse is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that: interim services will be made available within 48 hours of the request; and, placement will occur within 120 days of the request.
6. The Contractor agrees to ensure that directly, or through arrangement with another agency, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.
7. The Contractor agrees that data will be maintained re: interim services, TB, pre-/post-test results, and HIV services. A report which will include aggregate data will

be filed with the County Alcohol and Drug Services (ADS) and State ADP monthly.

8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to the California State Department of Alcohol and Drug Programs and the County ADS monthly.
9. The Contractor agrees to comply with all County/Provider Block Grant Re-authorization Guidelines.

---END OF ADDENDUM---

AGREEMENT FOR OUTPATIENT SERVICES

CONTRACTOR NAME: SOCIAL ACTION COMMUNITY HEALTH SYSTEM

A. The Contractor shall provide outpatient drug-free services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

The Contractor shall provide the above services in and from the following address(es):

1455 East 3rd Street
San Bernardino, CA 92408

C. SERVICE DESCRIPTION:

The Contractor shall provide outpatient drug-free services in accordance with the following description:

- (1) The San Bernardino County Department of Behavioral Health, Alcohol and Drug Services has implemented a coordinated network of substance abuse prevention, treatment and recovery services which are provided through contractors. Each contractor agrees that every effort shall be made to make all services available through the coordinated network including its various levels of care: prevention, residential social model, detoxification, outpatient, intensive outpatient, residential, intensive residential, and methadone maintenance.
- (2) Each contractor further agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process and computerized system-wide management information system.

D. SPECIFIC RESPONSIBILITIES:

- a. Outpatient drug-free services are designed to achieve progressive changes in an individual's thinking and alcohol or other drug using behavior in order to prevent relapse. To accomplish this, the service must address major lifestyle, family, attitudinal and behavior issues which can undermine the goals of treatment or inhibit the individual's ability to cope with major life tasks without the non-medical use of psychoactive substances. Such outpatient care involves regular contact with the client for a period of time not to exceed six months to meet discharge criteria appropriate to this level of care.
- b. Outpatient drug-free treatment service is provided in regularly scheduled face-to-face therapeutic sessions. Such services may include:
 - a) individual counseling
 - b) group counseling

- c) family counseling
 - d) long-term support for relapse prevention
(This includes what is traditionally known as continuing care or aftercare.)
- (3) Intensive outpatient treatment affords the client the opportunity to remain in his/her existing environment (e.g., social, vocational, familial) while still benefiting from a therapeutic structured program. It is a non-residential service consisting of multiple face-to-face therapeutic contacts per week for clients who cannot maintain stability over a 72-hour period.

E. SERVICE COORDINATION AND QUALITY ASSURANCE

Alcohol and Drug Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. The Contractor shall ensure that each client receives service at the appropriate level of care as determined by the Admission, Continued Stay and Discharge Criteria for the Continuum of Care of Substance Abusers published by SBCDBH Alcohol and Drug Services in November 1996, a copy of which has been provided to the Contractor. The Contractor may appeal any recommended service modality and/or level of care through the Authorization and Review Committee as further described in the above-mentioned November 1996 document.

- F. The Contractor shall establish day care habilitative services according to STANDARDS FOR DRUG ABUSE TREATMENT PROGRAMS, dated October 21, 1981, published by the State of California, Department of Alcohol and Drug Programs, and the ADS Manual for Contract Agencies, dated March 1994. The Contractor shall maintain accurate and adequate client records, including treatment plans, counseling notes, medical records, and other data affecting clients' treatment, according to standards identified therein. These documents will be retained for at least seven (7) years after clients have been discharged from the program.

--- END OF ADDENDUM ---

AGREEMENT ON UNION ORGANIZING

CONTRACTOR NAME: SOCIAL ACTION COMMUNITY HEALTH SYSTEM

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---